



THE

JAMMU & KASHMIR GOVERNMENT GAZETTE

Vol. 129] Srinagar, Thu., the 18th August, 2016/27th Srav., 1938. [No. 20

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Printed at the Government Press, Srinagar.

PART I-A

Jammu & Kashmir Government–Orders

HIGH COURT OF JAMMU AND KASHMIR AT JAMMU.

Notification

No. 36 Dated 07-04-2016.

It is hereby notified that vide High Court Order dated 06-04-2016 Mr. Bhushan Kumar Gupta S/o Mr. Dina Nath Mahajan R/o House No. 102, Shalamar Road, Jammu has been admitted and enrolled as an Advocate on the Roll of Jammu and Kashmir Bar Council provisionally for a period of one year from the date of issuance of this notification, subject to the verification of his provisional/LL.B Degree Certificate and verification of his character and antecedent from the concerned agency. His name has been entered under Serial No. JK-184/16 in the Roll of Advocates maintained by this Registry.

The renewal/extension of provisional license/enrolment must be sought before the date of expiry unless the absolute/final enrolment as an Advocate is ordered therebefore.

By order.

Notification

No. 37 Dated 07-04-2016.

It is hereby notified that vide High Court Order dated 06-04-2016 Mr. Akshaydeep Singh S/o Mr. Anoop Singh Jasrotia R/o H. No. 25/2, Sector-C, Sainik Colony, Jammu has been admitted and enrolled as an Advocate on the Roll of Jammu and Kashmir Bar Council provisionally for a period of one year from the date of issuance of this notification, subject to

the verification of his provisional/LL.B Degree Certificate and verification of his character and antecedent from the concerned agency. His name has been entered under Serial No. JK-183/16 in the Roll of Advocates maintained by this Registry.

The renewal/extension of provisional license/enrolment must be sought before the date of expiry unless the absolute/final enrolment as an Advocate is ordered therebefore.

By order.

Notification

No. 38 Dated 07-04-2016.

It is hereby notified that vide High Court Order dated 06-04-2016 Mr. Angad Singh S/o Mr. Karanjit Singh R/o Plot No. 46, Sector-10, Nanak Nagar, Jammu has been admitted and enrolled as an Advocate on the Roll of Jammu and Kashmir Bar Council provisionally for a period of one year from the date of issuance of this notification, subject to the verification of his provisional/LL.B Degree Certificate and verification of his character and antecedent from the concerned agency. His name has been entered under Serial No. JK-182/16 in the Roll of Advocates maintained by this Registry.

The renewal/extension of provisional license/enrolment must be sought before the date of expiry unless the absolute/final enrolment as an Advocate is ordered therebefore.

By order.

Notification

No. 39 Dated 07-04-2016.

It is hereby notified that vide High Court Order dated 06-04-2016 Mr. Ajaz Ahmad Najjar S/o Kh. Abdul Khaliq Nazar R/o Baghat Barzulla, Rawthpora, Tehsil Chanapora, District Srinagar has been admitted and

enrolled as an Advocate on the Roll of Jammu and Kashmir Bar Council provisionally for a period of one year from the date of issuance of this notification, subject to the verification of his provisional/LL.B Degree Certificate and verification of his character and antecedent from the concerned agency. His name has been entered under Serial No. JK-210/16 in the Roll of Advocates maintained by this Registry.

The renewal/extension of provisional license/enrolment must be sought before the date of expiry unless the absolute/final enrolment as an Advocate is ordered therebefore.

By order.

Notification

No. 40 Dated 11-04-2016.

Provisional admission granted under Advocates Act, 1961 in favour of Ms. Nahida Altaf D/o Mr. Altaf Hussain R/o Lassana Mohalla, Batangi, Tehsil Surankote, District Poonch vide notification No. 568 dated 15-10-2014 for a period of one year has been extended till 03-09-2016 subject to the verification of Certificates/Degrees.

The renewal/extension of provisional license/enrolment must be sought before the date of expiry unless the absolute/final enrolment as an Advocate is ordered therebefore.

By order.

(Sd.) MOHAMMAD YASIN BEIGH,

Joint Registrar (Admn.).



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PART I—B

Jammu and Kashmir Government—Notifications.

GOVERNMENT OF JAMMU AND KASHMIR,
CIVIL SECRETARIAT—REVENUE DEPARTMENT.

Notification No. 14-Rev (LAJ) of 2016

Dated 10-03-2016.

Whereas, the land, specifications whereof are given in Annexure “A” to this notification, is required for construction of road from Mahore to Sildhar under PMGSY Scheme ; and

Whereas, on the basis of an indent placed by Executive Engineer, PMGSY Division, Udhampur-II, Reasi vide No. PMGSY-Udh/II/R/2007-08/1955 dated 08-12-2007, a notification under section 4 (1) was issued by Collector, Land Acquisition (SDM), Mahore vide No. SDM/M/CLA/2015-16/141-147 dated 13-09-2015 for land measuring 314 Kanals 16 Marlas situated in Village Bathoie, Tehsil Mahore, District Reasi for construction of Road from Mahore to Sildhar under PMGSY Scheme ; and

Whereas, the notification issued by the Collector, Land Acquisition (SDM), Mahore under section 4 (1) of the J&K State Land Acquisition Act, was served upon the interested persons for filing objections ; and

Whereas, the Collector, Land Acquisition (SDM), Mahore vide his letter No. SDM/M/CLA/15-16/153-54 dated 05-10-2015 has informed that no objection was received within the stipulated period under section 5-A of the Land Acquisition Act ; and

Whereas, the report furnished by the Collector, Land Acquisition (SDM), Mahore vide letter referred to above, duly endorse by Deputy Commissioner, Reasi vide No. DC/RSI/15-16/2079-80/SQ dated 20-10-2015, Divisional Commissioner, Jammu vide letter No. 502/2514/Acq/PMGSY/Bathoie/Mahore/Reasi/2015/2385-86 dated 19-12-2015 and Financial Commissioner (Revenue), J&K vide his No. FC-LS/LA-4439/2015 dated 28-01-2016, has been examined and it has been found that the land owners did not file any objection to the proposed acquisition ; and

Whereas, the Government is satisfied that the land particulars whereof are mentioned in Annexure “A” to this notification, is required for public purposes i. e. for construction of Road from Mahore to Sildhar under PMGSY Scheme.

Now, therefore, in pursuance of section 6 of the J&K State Land Acquisition Act, Samvat 1990, it is declared that the land measuring 314 Kanals, 16 Marlas situated in Village Bathoie, Tehsil Mahore, District Reasi details whreof are indicated in Annexure “A” to this notification is required for a public purpose viz. for construction of Road from Mahore to Sildhar under PMGSY Scheme. Further, the Collector, Land Acquisition (SDM), Mahore is directed under section 7 of the said Act to take order for acquisition of the said land after giving prescribed notice to the interested person(s) as required under the Land Acquisition Act/Rules.

However, the Collector concerned shall be personally responsible for proper title verification of all types of land involved in the case, identification of all the interested persons/rightful claimants and apportionment of compensation thereof in accordance with the relevant laws/rules in force, while making the award.

(Sd.) MUHAMMAD AFZAL, IAS,

Secretary to the Government,
Revenue Department.

*Annexure "A" to Notification No. 14-Rev (LAJ) of 2016
dated 10-03-2016.*

District	Tehsil	Village	Khasra Nos.	Area
1	2	3	4	5
				K. M.
Reasi	Mahore	Bathoie	762/524	02-17
			805/524	04-19
			1059/874/524	06-03
			1059/874/524	01-11
			879/872//524&760/524	06-11
			758/524	01-15
			1059/874/524	04-01
			902/874/524	01-11
			953/876/524	03-04
			1059/876/524	05-10
			756/524 & 754/560	05-03
			756/524	05-11
			753/560	02-01
			753/560	03-13
			753/560	04-15
			753/560	01-11
			753/560	06-05
			753/560	04-10
			1058/843/560	01-13
			934/843/560	02-02

1	2	3	4	5
				K. M.
			1042/843/560	08-19
			1042/843/560	03-00
			747/560	02-01
			747/560	01-02
			747/560	00-06
			746/560	07-06
			733/560	03-15
			739/560	02-02
			1058/843/560	03-13
			568	02-12
			567 & 732/560	07-16
			731/560 & 730/560	07-13
			798/560 & 806/561	04-16
			806/561	03-09
			806/561	01-01
			1073/1040/633/403	02-07
			838/715/340/1	02-06
			838/715/340/1	05-02
			856/696/370	03-17
			344	04-14
			1079/838/340/1	01-06
			343	03-02
			342	00-18
			342	03-16

1	2	3	4	5
				K. M.
			701/340	02-11
			1097/856/340	02-01
			326	02-08
			323	01-05
			1092/322 & 325	05-05
			1092/322	05-03
			318	06-08
			315	01-09
			314	00-10
			313	06-01
			312	02-03
			1346/312	05-04
			`786/687/321	01-19
			1210/687/321	02-06
			786/687/321	02-12
			254	05-18
			264	03-18
			264	00-09
			264	00-13
			264	02-07
			264	00-04
			264	00-04
			261	05-11

1	2	3	4	5
				K. M.
			273	03-07
			271	03-03
			275	02-07
			283	03-02
			939/282	01-04
			281	03-13
			1033/287	01-18
			290	04-12
			1064/938/121	02-10
			1064/938/121	03-09
			1064/938/121	02-00
			1376/1064/938/121	05-01
			1162/617/121	05-12
			1383/1064/938/121	05-11
			1064/938/121	01-08
			396	01-15
			1064/338/121	03-01
			1064/338/121	01-00
			133	01-17
			128	01-01
			128	00-13
			128 & 131	03-00
			126	02-11

1	2	3	4	5
				K. M.
			126	01-10
			126	02-11
			126	02-00
			648/121	00-11
			648/121	03-16
			648/121	02-02
			1308/48/2	03-04
			1308/48/2	01-00
			1308/48/2	01-00
			879/818/48/2	02-00
			879/818/48/2	02-18
			Total	314-16

GOVERNMENT OF JAMMU AND KASHMIR,
CIVIL SECRETARIAT—GENERAL ADMINISTRATION
DEPARTMENT.

Subject :—Promotion of Senior Private Secretaries as Principal
Private Secretaries.

Reference :—State Administrative Council Decision No. 63/8/2016
dated 02-04-2016.

Government Order No. 303-GAD of 2016

Dated 02-04-2016.

Sanction is hereby accorded to the promotion of Mr. Vinod Kumar
Malhotra and Mr. Sandeep Kumar, Senior Private Secretaries of the

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Jammu and Kashmir Private Secretaries to Head of Departments (Gazetted) Service as Principal Private Secretaries, in the Pay Band of Rs. 15,600-39,100 with Grade Pay of Rs. 7600/-, with immediate effect.

By order of the Government of Jammu and Kashmir.

(Sd.) IMTEEAZ KACHO,

Under Secretary to the Government.



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PART II—A

Orders by Heads of Departments.

CHARGE REPORTS

Certified that we have at forenoon/afternoon of this day respectively made over and received charge of the Office of Industrial Tribunal-cum-Labour Court, J&K, Srinagar, vide Government Order No. 2313-LD (A) of 2016 dated 05-08-2016.

(Sd.) NIGHAT SULTANA,

Presiding Officer
(District and Sessions Judge).

Relieved Officer.

(Sd.) KOSSAR AHMAD QURESHI

Presiding Officer
(District and Sessions Judge).

Relieving Officer.

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I, Rashpaul Verma S/o Late Shri Prabhu Dayal R/o Chhan Motioni, Ghagwal, Samba hereby assume the charge of the Office of Vice-Chairman, J&K State Advisory Board for the Welfare and Development of the Other Backward Classes (OBCs) today on 05-08-2016 F. N.

This is in pursuance of the Government Order No. 843-GAD of 2016 dated 02-08-2016.

(Sd.) RASHPAUL VERMA.



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PART II—B

Notifications, Notices and Orders by Heads of Departments.

OFFICE OF THE COLLECTOR, LAND ACQUISITION
(ADDITIONAL DEPUTY COMMISSIONER),
KISHTWAR.

Subject:— Acquisition of land for Reservoir of Pakal Dool H. E. Power
Projects at Village Sounder, Tehsil Dachan, District Kishtwar.

Notice

In exercise of powers conferred upon me under sections
9 & 9A of the J&K State Land Acquisition Act, I, Kishori Lal
Sharma (KAS), Collector, Land Acquisition (Additional Deputy
Commissioner), Kishtwar, hereby require all the interested persons

i. e. land owners and Indenting Department to appear personally or through an agent to file objections, if any, regarding the amount of compensation to be assessed, interested in land as well as objection to the measurement of land within 15 days from the date of publication/issuance of this notice. The particulars of land are as under :—

District	Tehsil	Village	Kharsa Nos.	Area
1	2	3	4	5
				K. M.
Kishtwar	Dachan	Sounder	147 min	00–11
			147 min	02–12
			149	01–08
			150 min	04–08
			151 min	03–19
			152	05–00
			153	03–12
			154	00–07
			155	02–03
			156	01–05
			157 min	01–04
			158	01–16
			177 min	77–10
			1808/706 min	02–02
			713 min	01–18
			730	04–13

1	2	3	4	5
				K. M.
			731 min	00-06
			732 min	01-12
			734	04-04
			735	01-16
			736	02-16
			737	01-05
			738	09-08
			739 min	04-00
			739 min	01-09
			740	04-10
			741	02-11
			742	01-02
			743	00-15
			745	02-15
			744	03-12
			746	01-07
			747	00-15
			748	00-10
			749	02-12
			750	00-17
			751 min	00-03

1	2	3	4	5
				K. M.
			751 min	02-03
			751 min	01-10
			751 min	00-13
			751 min	00-12
			753	02-02
			754	00-05
			755	03-09
			756	00-18
			757	00-07
			758	00-10
			759	00-06
			760	00-09
			761	00-17
			762	01-00
			763	00-12
			764	01-06
			765	00-09
			766	00-08
			767	00-06
			768	00-13
			769	01-01
			770	00-04

1	2	3	4	5	6
					K. M.
				771	00-07
				772	00-10
				773	00-05
				774	00-18
				775	00-15
				776	00-03
				777	01-10
				778	00-07
				779	00-14
				780	01-05
				781	00-12
				782	00-02
				783	00-11
				784	00-09
				785	00-10
				786	04-12
				787	00-15
				788	00-12
				789	01-02
				790 min	01-00
				790 min	01-00
				790 min	00-16

1	2	3	4	5	6
					K. M.
				791	00-15
				792	01-14
				793	00-14
				794	00-11
				795	00-07
				796	00-05
				797	00-11
				798	01-05
				799	02-13
				800	01-01
				801	00-10
				802 min	00-13
				802 min	01-13
				803	00-03
				803/1	00-17
				804	00-11
				805	01-08
				806	00-01
				807	00-02
				808	00-17
				809	00-16
				2059/810	00-15

1	2	3	4	5	6
					K. M.
				2060/810	00-13
				811	06-02
				812	00-01
				813	00-02
				814	00-02
				817	00-01
				818	00-01
				819	00-01
				822 min	07-17
				823 min	01-14
				823 min	01-00
				1036 min	00-05
				1037 min	00-04
				1043 min	00-03
				1706/1063 min	03-19
				1706/1063 min	00-04
				2164/1065 min	00-14
				2164/1065 min	01-19
				2457/1067 min	01-00
				2458/1067 min	01-15
				1717/1070	01-12
				1718/1070	08-06

1	2	3	4	5	6
					K. M.
				1074	02-18
				1075	00-06
				1076	01-19
				1077 min	02-03
				1077 min	00-10
				1078	00-06
				1079	00-05
				1080	01-05
				1081	01-00
				1082	01-02
				1083	00-13
				1084	01-02
				1085	01-06
				2420/1086	00-03
				2421/1086	00-07
				1087	00-07
				1088	00-03
				1089	01-09
				2361/1090	00-04
				2362/1090	00-08
				1091	00-07

1	2	3	4	5	6
					K. M.
				1092	00-16
				2422/1093	00-13
				1023/1093	03-05
				1094	03-06
				1095	06-14
				1096	00-16
				2424/1097	00-03
				2425/1097	00-04
				1098	00-09
				2435/1099	02-15
				1100	01-18
				2426/1101	00-02
				2427/1101	00-04
				1102 min	05-03
				1102 min	05-04
				2428/1103	02-13
				2429/1103	05-06
				1104	02-00
				2119/1105	02-00
				2120/1105	06-09
				2363/1106	03-12
				2364/1106	04-00

1	2	3	4	5	6
					K. M.
				1106 min	03-09
				2365/1107	00-09
				2366/1107	02-08
				1712/1108	00-16
				1713/1108	05-09
				1109	04-13
				1711/1110	00-19
				1719/1111	02-06
				1720/1111	00-02
				1721/1111	00-07
				1722/1111	02-04
				1200/1114	12-04
				1940/1625/1114	04-18
				1941/1625/1114 min	01-18
				1941/1625/1114 min	21-06
				1203 min	01-03
				1933/1914/1204	02-13
				2215/1934/1204 min	01-03
				1874/1204	02-16
				2217/1934/1204	03-10
				2216/1934/1204 min	00-14
				2206/2218/1934/1204 min	05-16

1	2	3	4	5	6
					K. M.
			2310/2307/1218/		
			1934/1204 min	03-14	
			1210 min	02-02	
			2383/1211 min	00-19	
			2384/1211 min	01-04	
			1212 min	00-04	
			2440/1217 min	02-07	
			1881/1790/1227	01-16	
			1965/1882/1227	01-00	
			2032/1966/1227	15-16	
			2408/2037/1966/1227	00-19	
			2409/2037/1966/1227	00-18	
			2038/1966/1227	05-00	
			2040/1966/1227	04-00	
			2041/1966/1227	00-10	
			1789/1227	05-05	
			1964/1812/1227	00-08	
			2033/1966/1227	01-00	
			2034/1966/1227	03-19	
			2035/1966/1227	01-08	
			2056/1966/1227	01-18	

1	2	3	4	5	6
					K. M.
			2039/1966/1227		01-18
			2044/1966/1227		02-15
			2044/1966/1227		01-04
			2045/1957/1227		04-18
			2043/1966/1227		53-12
			2045/1957/1227		10-11
			1228		20-02
			1229		03-12
			1230		06-05
			1231		08-07
			1232		00-07
			1233		01-04
			1280/1234		02-15
			1281/1234		09-03
			1235		00-05
			1236		12-17
			1237 min		05-00
			1237 min		04-07
			1238		03-15
			1239		00-05
			1240		09-15

1	2	3	4	5	6
					K. M.
				1241	01-11
				1242 min	06-06
				1242 min	06-05
				1243	01-12
				1244 min	03-08
				1244 min	03-07
				1245	00-12
				1246	03-12
				1247	06-15
				1249	03-14
				1250 min	02-00
				1251	01-17
				1252 min	07-09
				1252 min	00-02
				1253	00-02
				1254	09-01
				1255	12-03
				1256	01-13
				1257	21-02
				1258	00-07
				1259	01-14

1	2	3	4	5	6
					K. M.
				1858/1260	00-02
				1857/1260 min	05-10
				1857/1260 min	01-05
				1857/1260 min	00-04
				Total	733-00

(Sd.) KISHORI LAL SHARMA, KAS,

Collector, Land Acquisition
(Additional Deputy Commissioner),
Kishtwar.



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ADVERTISEMENTS-C

GOVERNMENT OF JAMMU AND KASHMIR,
OFFICE OF THE GENERAL MANAGER, RANBIR
GOVERNMENT PRESS, JAMMU (TAWI)—180005.

Auction Notice

An open auction of the Unserviceable, outdated/obsolete Machinery/Equipments, Type Metal and Electric Motors lying in the premises of Ranbir Government Press, Jammu will be held on 21-09-2016 at 10.00 A. M. The rules and regulations are as under :—

1. All the interested bidders on publication of this auction notice can inspect the material of old obsolete/outdated unserviceable Machinery and Equipments in the premises of Ranbir Government Press, Jammu on any working day up to 19-09-2016 till 2.00 P. M.

2. The Auction of Unserviceable, outdated/obsolete Machinery and Equipments will be conducted on the basis of “AS IT IS WHERE IT IS AND WHAT SO EVER CONDITION IT IS”.
3. The auction of obsolete/outdated Machinery and Equipments will be auctioned on the basis of per Kg.
4. Auction will be conducted in presence of Auction Committee.
5. The earnest money shall be deposited by the interested bidders in the shape of CDR of Rs. 2.00 lacs only pledged to the General Manager, Ranbir Government Press, Jammu up to 20-09-2016 till 2.00 P. M.
6. Full payment shall have to be deposited by successful bidder in the manner as mentioned below :—
 - (a) 25% of total bid amount shall have to be deposited by the highest bidders at the fall of hammer.
 - (b) 75% of the bid amount shall have to be deposited by the bidders before lifting the material.
7. The successful bidder shall have to pay himself VAT/TAX etc., if any, admissible under rules, and copy of the same deposit to this office for office record.
8. Successful bidders will have to lift the auctioned material within 20 days.
9. The successful bidders shall himself be responsible for watch and guard of the material owned by him.
10. The interesting bidders are requested to inspect the material thoroughly before bid offer and can also download/accessed Auction Notice on our official website rgp.jk.gov.in.
11. In case of any further terms and conditions as to be put for the said auction, the same shall be announced on spot on the date of auction by the Auction Committee.

12. The Auction Committee reserve the right of accept/reject any bid without assigning any reasons thereof.

(Sd.) F. H. QADRI,
General Manager.

GOVERNMENT OF JAMMU AND KASHMIR,
OFFICE OF THE GENERAL MANAGER, RANBIR
GOVERNMENT PRESS, JAMMU (TAWI)—180005.

Extension e-Tender Notice No. 66 of 2016-17

Dated 23-05-2016.

Due to poor response and disturbance of internet facility in the State, the date of receipt of the tenders invited vide e-Tender Notice No. 66 of 2016-17 dated 23-05-2016 followed by extension No. RGPI/71-77 dated 28-06-2016 and RGPI/4459-64 dated 19-07-2016 for supply of Press Material for the year 2016-17, is hereby further extend up to 01-09-2016 and shall be opened on 12-09-2016 at 11.00 A. M. The others terms and conditions remain unchanged.

(Sd.) F. H. QADRI,
General Manager.

GOVERNMENT OF JAMMU AND KASHMIR,
DIRECTORATE GENERAL, FIRE AND EMERGENCY SERVICES,
J&K, SRINAGAR.

GIST of e-NIT No. 08 of 2016

Dated 18-08-2016.

For and on behalf of the Governor of J&K State, e-Tenders for Supply of Hard Coke "A" Grade, Dust free/Moisture free are invited from the

registered/authorized distributors/dealers for supply of Hard Coke as per the details given below for the year 2016-17 :-

S. No.	Particulars	Tentative Quantity	Earnest Money	Cost of tender documents
1	Hard Coke "A" Grade, Dust free/Moisture free	2500 Qtls.	₹ 50,000.00	₹ 3000.00
1	Date of publishing of Tender Notice		20-08-2016	
2	Period of downloading of documents		From 22-08-2016 to 12-09-2016	
3	Date of submission of online documents		22-08-2016 to 12-09-2016 up to 4.00 pm	
4	Date of submission of Hard Copy		16-09-2016 up to 4.00 pm	
5	Date of opening tender		17-09-2016 at 11.00 am or any subsequent convenient date	

The tender documents along with other Terms and Conditions of the NIT and relevant documents can be downloaded from the departmental website jktenders.gov.in. The tender shall be uploaded in electronic format on the departmental website jktenders.gov.in. The bidders shall have to upload scanned copy of all necessary documents like CDR/PAN/TIN/ Demand Draft (Tender Fee) registration certificate duly renewed and hard copies thereof physically to tender receipting authority well before the date of opening of the bid. The cost of tender documents shall be in the form of Bank Draft drawn in favour of Accounts Officer, Fire and Emergency Services, J&K payable at Srinagar/Jammu and Earnest Money shall be pledged to Director General, Fire and Emergency Services, J&K. Cost of tender documents is non-refundable, whileas the Earnest Money is refundable.

(Sd.).....

Accounts Officer,
Fire and Emergency Services,
J&K, Srinagar.

رجسٹرڈ نمبر جے کے۔ 33

جموں و کشمیر گورنمنٹ گزٹ

جلد نمبر 129۔ سرینگر۔ مورخہ 18 اگست 2016ء بمطابق 27 سہ ماہی 1388 ویروار۔ نمبر 20

اشتہارات

از عدالت منصف جوڈیشل مجسٹریٹ درجہ اول بنی
 سرکار بنام (1) جاوید احمد ولد رمضان ساکنہ گڑ کھڑا تحصیل گندو ضلع ڈوڈہ
 (2) سردار دین ولد محمد رمضان ساکنہ گڑ کھڑا تحصیل گندو ضلع ڈوڈہ
 علت نمبر 20 سال 2010ء، تھانہ پولیس بنی
 بجرانم زیر دفعات 454/380 RPC
 وارنٹ گشتی عام زیر دفعہ 512 ض ف

حکم بنام : اہلکاران پولیس ریاست جموں و کشمیر

مقدمہ مندرجہ عنوان اُلصدر میں ملزم کے خلاف کارروائی زیر دفعہ 512 ضابطہ فوجداری عمل میں لائی گئی ہے۔

لہذا ملزم کے خلاف وارنٹ گشتی گرفتاری جاری کیا جا کر آپ کو حکم اختیار دیا جاتا ہے کہ ملزم مذکور جہاں کہیں اندر حدود ریاست جموں و کشمیر دستیاب ہو کو گرفتار کر کے حاضر عدالت پیش کریں۔ وارنٹ ہذا دستیابی ملزم زیر کار رہے گا۔

سرکار بنام جاوید احمد ولد محمد رمضان ساکنہ گڑ کھڑا تحصیل گندول ضلع ڈوڈہ وغیرہ

علت نمبر 28 سال 2013ء، تھانہ پولیس بنی

بجرائم زیر دفعات 454/380 RPC

وارنٹ گشتی عام زیر دفعہ 512 ض ف

حکم بنام : اہلکاران پولیس ریاست جموں و کشمیر

مقدمہ مندرجہ عنوان اُلصدر میں ملزم کے خلاف کارروائی زیر دفعہ 512 ضابطہ فوجداری عمل میں لائی گئی ہے۔

لہذا ملزم کے خلاف وارنٹ گشتی گرفتاری جاری کیا جا کر آپ کو حکم اختیار دیا جاتا ہے کہ ملزم مذکور جہاں کہیں اندر حدود ریاست جموں و کشمیر دستیاب ہو کو گرفتار کر کے حاضر عدالت پیش کریں۔ وارنٹ ہذا دستیابی ملزم زیر کار رہے گا۔

سرکار بنام جاوید احمد ولد محمد رمضان ساکنہ گڑ کھڑا تحصیل گند و ضلع ڈوڈہ وغیرہ

علت نمبر 29 سال 2013ء، تھانہ پولیس بنی

بجرائم زیر دفعات 454/380 RPC

وارنٹ گشتی عام زیر دفعہ 512 ض ف

حکم بنام : اہلکاران پولیس ریاست جموں و کشمیر

بمقدمہ مندرجہ عنوان اُلصدر میں ملزم کے خلاف کارروائی زیر دفعہ

512 ضابطہ فوجداری عمل میں لائی گئی ہے۔

لہذا ملزم کے خلاف وارنٹ گشتی گرفتاری جاری کیا جا کر آپ کو حکم

واختیار دیا جاتا ہے کہ ملزم مذکور جہاں کہیں اندر حدود ریاست جموں و کشمیر

دستیاب ہو کر گرفتار کر کے حاضر عدالت پیش کریں۔ وارنٹ ہذا دستیابی ملزم

زیر کار رہے گا۔

دستخط : منصف جوڈیشل مجسٹریٹ درجہ اول بنی۔

از عدالت سپیشل ایکسائز موبائل مجسٹریٹ جموں/کیمپ

شام سندر بنام و شال شرما

پرچہ علت نمبر

جرم زیر دفعہ 138.N.I.Act

حکم بنام : اہلکاران پولیس ریاست جموں و کشمیر بخلاف ملزم صدر

معاملہ مندرجہ عنوان اُلصدر میں ملزم کو بارہا بذریعہ وارنٹ گرفتاری بلا ضمانتی طلب کیا گیا ہے۔ الا ملزم کی دستیابی نہ ہوئی ہے اور وارنٹ ہذا پر تعمیل آئی ہے کہ ملزم وشال شرما ولد دیوراج شرما ساکنہ D-44، پولیس لائن گاندھی نگر جموں۔ گھر سے فرار ہے اور روپوش ہو گیا ہے جس سے ملزم کی دستیابی بطریق آسانی مشکل ہے۔

لہذا ملزم کے خلاف کارروائی زیر دفعہ 512 ض ف بعمل لائی جا کر اہلکاران پولیس ریاست جموں و کشمیر کو حکم و اختیار دیا جاتا ہے کہ ملزم متذکرہ بالا جہاں کہیں بھی اندر حدود ریاست دستیاب ہو تو اُسے گرفتار کر کے عدالت ہذا میں پیش کریں۔

دستخط : سپیشل ایکسائز موبائل رجسٹریٹ جموں/کیمپ۔





**THE
JAMMU & KASHMIR GOVERNMENT GAZETTE**

Vol. 129] Srinagar, Wed., the 29th June, 2016/8th Asad., 1938.[No. 12-o

Separate paging is given to this part in order that it may be filed as a
separate compilation.

PART I—B

Jammu and Kashmir Government—Notifications.

GOVERNMENT OF JAMMU AND KASHMIR
CIVIL SECRETARIAT—FINANCE DEPARTMENT

Notification

Srinagar, the 29th June, 2016.

SRO-209.—In exercise of the powers conferred by section 5 of the Jammu and Kashmir Levy of Tolls Act, Smvt. 1995 (Act No. VIII of 1995) and in supersession of notification SRO-160 dated 30th May, 2016 read with notification SRO-177 dated 1st June, 2016, the Government hereby direct that in notification SRO-22 dated 31-01-2004 read with notification

SRO-112 dated 01-04-2015, the existing Annexure 'A' and Annexure 'B' shall be substituted by Annexure 'A' and Annexure 'B' respectively as appended to this notification".

This Notification shall come into force w. e. f. 01-07-2016.

By order of the Government of Jammu and Kashmir.

(Sd.) NAVIN K. CHOUDHARY, IAS,
Commissioner/Secretary to Government,
Finance Department.

Annexure 'A' of Notification SRO-209 dated 29-06-2016
Incoming Raw material

1. **Food Items/Eatables** that includes Spices, Salt (except non-Iodized salt Imported as raw material by Salt-processing units manufacturing iodized salt), Maida, Sugar, Vanaspati required for bakery and confectionery items manufactured by non-mechanised units, All kinds of pulses, nuts including grams, Dry milk powder, All kinds of oils (edible and non-edible) excluding oil seeds.
2. **Building Materials** that includes Marble in any form like. slabs, powder, chips, crazy tiles excluding Marble Blocks weighing 1.5 tons and above per piece, Cement of all types and brands, Stones excluding quartz, magnesite, Ore Chromite, Dolomite and Limestone and blocks of Kota Stone weighing 1 qtl and above per piece, Plywood, Sunmica Sheets, Timber all types, Ply-board, Glass of all types, All type of tiles.
3. **Iron/Metal Goods** that includes MS Tor, MS rounds and MS Tor of modified make, Untwisted ribbed bars for manufacture of twisted ribbed bars, Scrap sheets and circles of Copper for mechanized utensil making units, G. P. Sheets, G.C. Sheets, MS Sheets, B. P. Sheets, CR/HR coils and sheets.
4. **Packing Materials** including Empty bottles (except empty beer bottles), Crown Corks.
5. **Fodder/Poultry and feed thereof** that includes Oil cakes, De-Oiled cakes, Bran of Wheat, Maize and Rice, Molasses (other than the one when imported as a raw material by Industrial units engaged in the manufacture of Poultry and Animal Feed for manufacture of such feed) and Chicken.
6. **Fuels** that includes LPG, Coal (steam and slack).
3. Glazed crockery and CKD for bicycles and Tricycles.

Annexure 'B' of Notification SRO-209 dated 29-06-2016

1. Arms, their accessories and ammunition.
2. Rectified spirit and Methylated spirit.
3. Oleo-resin.
4. Twisted ribbed bars manufactured out of untwisted ribbed bars.

EXTRAORDINARY

REGD. NO. JK—33



**THE
JAMMU & KASHMIR GOVERNMENT GAZETTE**

Vol. 129] Srinagar, Tue., the 5th July, 2016/14th Asad., 1938. [No. 13-2

Separate paging is given to this part in order that it may be filed as a
separate compilation.

PART II—B
Notifications, Notices and Orders by Heads of Departments.

GOVERNMENT OF JAMMU AND KASHMIR,
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, J&K.

Present : Kossar Ahmad Qureshi, Presiding Officer.

File No. 636-A/LC/1999.

Date of Institution : 26-04-1999.

Date of Decision : 09-06-2016.

Uri Civil Employees Union

(Applicant)

Versus

Management of Uri Civil, Contractor AB Gingal, Uri.

(Non-Applicant)

In the Matter of :— Claim for “closure compensation” in terms of section 25-FFF and its recovery under section 33-C (2) of Industrial Dispute Act, 1947.

Appearance :— 1. M. A. Saraf, Representative for (Applicant/
Union).
2. G. N. Monga, Advocate for (Non-Applicant/
Management).

ORDER/AWARD

The National Hydroelectric Power Corporation Ltd. (NHPC Ltd.), a Central Government undertaking allotted the construction of Hydroelectric Power Project to Uri Civil Contractor AB in the year 1988. The construction was started in the year 1989 and the project was completed in the May, 1997. The said construction company employed personnel including locals, non-locals and foreigners for execution of the said contract and 4500 employees were at work and were working daily at various sites.

The applicants Union with 1719 members were working in the Project during the period of construction of the Uri Hydel Electric Power Project at Uri. After the completion of the said power project the said Union claimed closure compensation in terms of section 25-FFF (2) through an application dated 26-04-1999 from the respondent Company.

To facilitate the said provision of law as contained under section 25-FFF (2) of Industrial Disputes Act, 1947 is reproduced as under :—

“Where any Undertaking set up for the construction of buildings, bridges, roads, canals, dams, or other construction work is closed down on account of the completion of the work within two years from the date on which the Undertaking has been set up, no workman employed therein shall be entitled to any compensation

under clause 'b' of section 25-F, but if the construction work is not so completed within two years, he shall be entitled to notice and compensation under that section for every completed year of continuous service or any part thereof in excess of six months".

From the plain reading of the above quoted provision of law it is understood that if the undertaking is set up for the construction of building, bridges, roads, canals, dams or similar such construction work is closed down on account of the completion of the work beyond two years then the workmen employed in it shall be entitled to compensation under section 25-FFF (2) in terms of the rate mentioned under section 25-F (b) of the I. D. Act.

Accordingly, the applicant's Union filed an application on 26-04-1999 claiming their compensation under section 25-FFF(2) on account of closing down of the project which is recoverable under section 33-C (2) of Industrial Disputes Act.

The non-applicant, Company namely ; Uri Civil Contractor AB, is a company registered under the Indian Companies' Act, 1956, has framed standing orders under Industrial Employment (Standing Orders) Act, 1946, which are certified by the competent authority (Certifying Officer) of the J&K State and has attained the force of law after certification. The copy of the standing orders applicable to the employees of Uri Civil Contractor AB is available and is part of the case file. The standing orders mainly describes the terms and conditions of the contract of employment.

Among other orders mentioned in the standing orders of the respondent Company the order 15 reads as under :—

“Closure means the permanent closing down of the establishment or any part thereof before the completion of the entire Uri Hydro Electric Power Project. The employees recognize the exclusive rights of the Management to close down the establishment or any part thereof for any reason whatsoever. In the event of closure of the establishment or any part thereof, the concerned employees

shall be entitled to compensation in accordance with the provisions of the Industrial Disputes Act, 1947”.

It is, therefore, established that under Order 15 of its Standing Order, the non-applicant has recognized and admitted the right and entitlement of closure compensation under section 25- FFF of the Industrial Disputes Act of its workmen in the event of the closure of the establishment or any part thereof. Thus, in the light of clear provision under Order 15 of Standing Orders, there is no scope for any dispute or difference on the part of the non-applicant for application and entitlement of closure compensation under section 25-FFF of Industrial Disputes Act, which is computable and recoverable under section 33-C (2) of the Industrial Disputes Act, 1947.

Section 33-C (2) contains legislative recognition of the right of the workman to a speedy remedy to enforce their existing right without having to seek recourse to the time consuming process under section 10 of the Industrial Disputes Act.

Sub-clause (2) of section 33-C of the I. D. Act, 1947 is of wider amplitude than sub-clause (1) which confirms entitlement of the workmen to receive from the employer any money or any benefit which is capable of being computed in terms of money due or as to the amount at which the benefit should be computed, the question has to be decided by this Court. The decision of the Court has to be forwarded to appropriate Government in terms of clause (4) of the said section who in turn are empowered to recover it in the manner as provided under section 33-C (1) of the said Act.

In the light of the observations made above the proceeding before the Court on the subject is in the nature of the execution and to determine and decides the amount due or make the computation.

Therefore, whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit, he can approach Labour Court under section 33-C

of Industrial Disputes Act. The benefit sought to be enforced under section 33-C (2) of the Industrial Disputes Act.

The present claim of the petitioners is not disputable but an existing right provided under Statute.

Now, the question of the management (non-applicant) raised in their objections that the petitioners are estopped to claim closure compensation under section 25-FFF of the Industrial Disputes Act, when they have received the sums in full and final settlement are nullified as there cannot be estoppels against a statutory provision.

In this connection the Supreme Court has taken a view that if a workman has received the sums paid to him in full and final settlement of his accounts, he would still be entitled to challenge the order of retrenchment for non-compliance of the statutory requirements because there cannot be an estoppels against a statute (*Workmen of Subong Tea Estate versus Subong Tea Estate*, 1961-LLJ-333).

In another case titled *Bennett Coleman and Co. (P) Ltd. versus Punyo-Priya Dass Gupta* (AIR 1970-SC 426), the Apex Court has held that,—

“After resignation, an employee joined another concern and required written acceptance of resignation, which was held up until he gave the receipt in full and final settlement, the receipt obtained under stress of circumstances cannot affect his other claims. Since, employee signed the receipt in full and final settlement, but made no representation that he had waived off the claim for leave period or the company did any act or representation, which otherwise it would not have done, the rule of estoppels cannot be invoked”.

Further in the same (above quoted) judgement, the Apex Court has held,—

“That there are decisions which express doubt whether the technical pleas such as acquiescence, estoppels and waiver suitably apply to

industrial adjudication. The rule of estoppels contained in section 115 of the Evidence Act is a rule of evidence only and does not create any substantiative right or confers any cause of action on the other”.

In the case of Umesh Chandra Pandey and others V/s. State of U. P. and others (1991-LLR-638), the Allahabad High Court has held as under :—

“That acceptance of retrenchment compensation by a workman will not debar the workman to challenge the validity of his retrenchment”.

In the light of above quoted judgements of the Apex Court and High Court, the petitioners are not estopped from claiming the closure compensation as the rule of estoppels cannot be invoked because there cannot be an estoppels against a statutory provision, which is provided under section 25- FFF of Industrial Disputes Act. There is no bar for the petitioner to claim closure compensation under section 25-FFF, even after signing full and final settlement as the petitioners have not left their services of the respondent due to the expiry of their service contracts but they were terminated due to non-renewal of the contract of employment because of completion of the work of the project.

In the light of the discussions and the observations of law on the subject and the judgments by the Hon’ble Supreme Court and various Hon’ble High Court’s the question of Estoppel raised by the non-applicant’s is therefore decided in favour of the applicants and against the respondent.

The another objection raised by the non-applicants that section 33-C (2) of the Industrial Disputes Act creates an individual right in favour of the employees/workmen and the Employees Union cannot espouse the cause of workmen in collective manner is examined in light of sub-section (5) of section 33-C (2) where it provides that where workmen employed under the same employer are entitled to receive from him any

money or a benefit capable of being computed in terms of money, then a single application on behalf of all the concerned workmen for the recovery of money may be made. Thus, a collective application on behalf of a group of workmen against the same employer is permissible under law.

The section 33-C (2) envisages joint application by a number of workmen claiming compensation and in that case the Union of whom the workmen are members can represent.

Therefore, this objection of the non-applicant is not relevant and therefore is baseless without having any force in the eyes of law.

The other objection of the non-applicant that the petition filed by the petitioners under section 33-C (2) of the Industrial Disputes Act is time barred has no weightage as section 33-C (2) does not contain any provision as regards time limit for filing a claim, as is contained in the proviso to sub-section (1). Therefore, there is no limitation for making claims under section 33-C (2).

In this context the hands are laid at the following referred of the Hon'ble Supreme Court of India :— (i) and (ii) Cases The Hon'ble Supreme Court : In these cases has held that,—

“Applications to Labour Court under section 33-C (2) is not barred by limitation and Art. 137 of Limitations Act, 1963 is not applicable. The scheme of the Indian Limitation Act, 1963, is that it only deals with applications to Courts and that the Labour Court is not a Court within the Indian Limitations Act, 1963”.

- (i) Nityanand M. Joshi versus Life Insurance Corporation of India (AIR 1970 SC 209) ;
- (ii) (Central Bank of India versus P. S. Rajagopalan, AIR 1964 SC-743).

In view of these observations of the Apex Court, the present application is not time barred.

The other objection of the non-applicant was regarding the non-existence of the relationship of the employer and the employee between the petitioners and respondent No. 1 as such relationship had ceased much before the closure of the project due to expiry of the contract of services of employees and as such the application is not maintainable. This issue is settled with the observation that the Uri Hydro Electric Project commenced the work in the year 1989 and got completed in the year 1997.

The list of the employees filed by the non-applicant on the direction of this Court as a document duly signed and sealed by Sh. T. P. Sharma, Accounts Manager, containing 154 pages indicating Name of the Employee, Designation, Date of Employment and Date of Expiry of the Employment and the Employment Code No. where depicts the cessation of the relationship of the employees and employer before the end of the work at the project site. The employment according to the list, started from the year 1990 and continued up to the year 1997. The duration of employment is already given in the said list. All the facts are undisputed and it is only a case of mathematical calculations. The determination is not dependent on any evidence, which is required to be led by the applicant workmen.

The last objections of the non-applicant is regarding non-existence of the Employees' Union during the execution of the Uri Hydro Electric Project. In absence of any such Union the petitioners has no competence to represent the applicants in the instant case.

In this connection the fact is that this Union was already in existence even in the year 1992, when a month long strike was organized by this Union in Uri Civil Project, to settle down their demands. Another strike of employees was organized by three Unions of the employees, namely ; Daily Wagers' Union, Kashmir Employees' Co-ordination Committee, and the present Union, i. e., Uri Project Workers' Union in the year July, 1994. The

said strike was called off by a written agreement between the workers Unions and the Management of NHPC on 29th July, 1994, which was duly signed by the representatives of the Unions and the Management and the copy of the said agreement is part of the case file.

The NHPC Management side was represented by the following officers who signed the agreement on behalf of the Management :—

1. N. Vishvanathan - General Manager
2. P. L. Rao - Chief Engineer (M)
3. M. Krishnamurthy - Chief Engineer (Electric)
4. Rajeev Hastu - Deputy Manager (P&A)

and all the three Unions were represented by their respective office bearers, who signed the agreement on behalf of their Unions.

Therefore the above stated facts depict that the applicant Union was, already in existence in the project and was registered under the Trade Unions Act, 1926, with the Registrar Trade Union Labour Commissioner of the J&K State vide Registration No. 978 dated 01-04-1997.

Since the petitioners is a registered Union, the employees who are its members are entitled to be represented by this Union in any proceeding under the Industrial Disputes Act, in terms of section 36 of Industrial Disputes Act.

Therefore this objection of the non-applicant is also decided in favour of the applicant on the basis of the above stated facts and the applicants are within their prerogative's vested under section 36 of the Industrial Dispute Act to represent the petitioners in the proceeding before the Court/Tribunal.

To sum up all the objections/issues raised by the non-applicants (respondent) are settled in light of the statutory provisions of law and the

law settled by the Apex Courts and other High Courts in favour of the applicants and against the non-applicants (respondents). The applicants are therefore held entitled to the Closure Compensation @ the rate as defined in clause (b) of section 25 F of the I. D. Act. The said amount of compensation in favour of the 1719 employees as per list filed by the applicant is computed to Rs. 1,23,69,930/- Rupees One Crore, Twenty three Lacs, Sixty nine thousand and nine hundred thirty only. The non-applicant (management) are accordingly directed to deposit the decreed amount with this Court/Tribunal within one month from the date of announcement of this Judgement along with the interest at the rate of 8% per cent from the date of filing of the application before this Court/Tribunal of the decretal amount for disbursement to the claimant employees.

Order is accordingly passed in favour of the petitioners. A copy of order be sent to the appropriate Government through its Commissioner/ Secretary Labour Department for information and its publication in the Govt. Gazette.

The file, after due completion, be consigned to record.

Announced :

Dated 09-06-2016.

(Sd.) KOSSAR AHMAD QURESHI,

Presiding Officer,
District and Sessions Judge,
Industrial Tribunal/Labour Court,
J&K, Srinagar.

EXTRAORDINARY

REGD. NO. JK—33



**THE
JAMMU & KASHMIR GOVERNMENT GAZETTE**

Vol. 129] Srinagar, Tue., the 5th July, 2016/14th Asad., 1938. [No. 13-3

Separate paging is given to this part in order that it may be filed as a
separate compilation.

PART II—B

Notifications, Notices and Orders by Heads of Departments.

STATE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
SRINAGAR.

Present : Kossar Ahmad Qureshi, Presiding Officer

File No. 615-A/ITLC/1997.

Date of Institution : 23-05-1997.

Date of Decision : 13-06-2016.

In the case of :

Employees' Union, Uri Project Construction, Uri (J&K).

(Applicant)

Versus

1. Management, Uri Civil Contractor AB.

2. National Hydroelectric Power Corporation Limited (NHPC) Uri.
(Non-Applicants)

In the Matter of :— Reference vide SRO No. 173 dated 21-05-1997
of the Claim of relocation and rehabilitation allowance.

1. Mr. M. A. Saraf : Representative for Workmen.
2. Mr. G. N. Monga : Advocate for Management.
-

ORDER/AWARD

This disposes a reference made by the Government of J&K vide SRO No.173 dated 21-05-1997 with the issues made therein.

The brief facts collected from statements of the witnesses produced by the applicant workmen and their documents placed on the file, are summarised as under :—

The National Hydroelectric Power Corporation Ltd. (NHPC) allotted the construction of Hydroelectric Power Project at Uri, District Baramulla to Uri Civil Contractor AB in the year 1988. The construction was started in the year 1988 and the project was completed in May, 1997. The said construction company employed personnel including locals, non-locals and foreigners for the execution of the said contract. About 4500 employees were working daily at various sites of the project.

The project of Hydroelectric Power was comprising of four units. The work at the various units (sites) of the project continued simultaneously. It was in the year 1996 when one unit (site) got completed and the management of the project felt that due to this completion the workers (employees) engaged will be out of job.

As a good will gesture. The General Manager, NHPC, Uri, in an interview broadcast on Radio Kashmir, Srinagar, on October, 1996, announced that on the completion of the Uri Hydel Project ; each outgoing employee would be paid lump sum amount so.

The facts and the circumstances which gave rise to this case are summarized, briefly as under :—

The National Hydroelectric Power Corporation Ltd. (NHPC) allotted the construction of Hydroelectric Power Project at Uri, District Baramulla to Uri Civil Contractor AB in the year 1988. The construction was started in the year 1988 and the project was completed in May, 1997. The said construction company employed personnel including locals non-locals and foreigners for the execution of the said contract. About 4500 employees were working daily at various sites of the project.

The project of Hydroelectric Power was comprising of four units. The work at the various units (sites) of the project continued simultaneously. It was in the year 1996 when one unit (site) got completed and the management of the project felt that due to this completion the workers (employees) engaged will be out of job.

As a good will gesture. The General Manager, NHPC, Uri, in an interview broadcast on Radio Kashmir, Srinagar, on October, 1996, announced that on the completion of the Uri Hydel Project ; each outgoing employee would be paid lump sum amount so that the employees who are retrenched due to completion of the project are saved from the clutches of unemployment and starvation till they are rehabilitated or get employment (the copy of the Radio Talk submitted by the applicants in the shape of cassette before this Court as documentary proof is with the file). Further, said General Manager in the same interview announced that work at the other units (sites) is going on vigorously and will be completed in the middle of the year 1997.

This announcement of the said General Manager of NHPC, Uri, created enthusiasm among all the employees and they approached the Management of NHPC and Uri Civil AB, and others for the fulfillment of their promises/commitments regarding relocation allowance and rehabilitation allowance through a Letter No. 786/UCEU dated 22-11-1996, under signatures of Peer Gayas-ud-Din Shah, the then President, Uri Civil Employees Union, Ginal, Uri.

But the Management of NHPC and Uri Civil Contractor AB did not kept their promise and commitment and did not agree with the workers who were represented by their union got aggrieved with the refusal of the commitment of the management to rehabilitate them after cessation of their job and they approached the Conciliation Officer, Assistant Labour Commissioner, Baramulla through an application dated 26-11-1996.

The conciliation lasted for two and a half months, in which the non-applicants/management participated but without any outcome with the result the conciliation failed and Conciliation Officer submitted the failure report to the Government which onwards referred the matter to this forum for adjudication through SRO-173 dated 21-05-1997 with the following references, namely :—

- (a) Whether the refusal of relocation and rehabilitation allowance to the workers of the Uri Civil Project by the Management is illegal ?
- (b) If so, to what relief the said workers are entitled ?

The applicant's Union also filed detailed claim petition regarding relocation/rehabilitation allowance on 24-06-1997 before this Court for adjudication during the proceedings before this Court the Respondent No. 1 was represented by Sh. Mehraj-ud-Din Bhat, Advocate and Respondent No. 2 by Sh. G. N. Monga, Advocate, who filed their objections to the claim petition of the applicants. They contended the non-maintainability of the applicant's application. On various grounds which are discussed herein.

The applicant Employees Union, produced the following witnesses in support of their claim who were examined by this Court on oath :—

- (1) Muhammad Hussain Wani S/o Gh. Nabi Wani R/o Bemina, Srinagar ; Ex. Personnel Officer of Uri Project, and presently working as Advocate, J&K High Court at Srinagar.
- (2) Mohammad Ramzan Najar S/o Mohammad Sultan Najar, Supervisor, Uri Civil.
- (3) Gh. Nabi Najar S/o Ab. Aziz Najar, Foreman/Supervisor, Uri Civil.
- (4) Mohammad Ashraf Khan S/o Gh. Mohammad Khan, Supervisor, Uri Civil.
- (5) Ab. Aziz Khan S/o Habib-Ullah Khan R/o Uri, President, Uri Civil Employees Union.
- (6) Mohammad Akbar Khan S/o Feroz Khan R/o Kanth Bagh, Baramulla, General Secretary, Uri Civil Employees Union.

Witness-1 :—Muhammad Hussain Wani S/o Gh. Nabi Wani R/o Bemina, Srinagar, Advocate of J&K High Court at Srinagar.

This witness was examined in this Court on 07-05-2008 who deposed that he was working with the non-applicant Management Uri Civil Contractor AB, as Personnel Officer and worked for three years w. e. f. 1993-95. The relocation allowance was given to the personnel @ the rates mentioned as under :—

“After completion of first year of service with the Uri Civil Contractor AB (UCC), it was paid 20 per cent of the total salary as relocation allowance and after completion of the second year of service with Uri Civil Contractor AB, it was paid the relocation

allowance @ 25% of the total salary received during the proceeding two years and after completion of the third year of service with Uri Civil Contractor AB, 30 per cent of the total salary received during the first, second and third year of service”. Again he deposed that this allowance was paid at the time of leaving the service of the said Management. However among the labourers this allowance was paid to Supervisors only, although they don’t exercise any administrative control or supervision power over them as they had no power or authority to mark the attendance of the labourers, or sanction their leave transfer or to change the places of posting of their subordinate labourers. In cross-examination by the non-applicant counsel he deposed that there was no criteria or any rule for payment of the relocation allowance, but was paid on pick and choose and to their favourites Ab. Hamid Karnai, Camp Officer and Mohammad Shafi Vakil, Transport Officer. He further deposed that it wrong to say that this allowance was paid to experts only. All the experts working in the Project were Swedish. The project had different section/wings such as Engineering Wing, Mechanical and Transport Wing. Where the foreigners were working only. In reply to Court question, the witness deposed that he was working as Personnel Officer and was dealing himself with such service contracts of the employees where all the terms and conditions of the services were mentioned but there was no such contract mentioning therein any such or rehabilitation allowance, relocation anywhere. He himself approached Senior Personnel Manager for his relocation allowance, but the said Senior Personnel Manager told him that payment of relocation allowance is the discretion of the Director of the Project only.

Witness-2 :— Mohammad Ramzan Najar S/o Mohammad Sultan Najar in his statement deposed that he was working in the Uri Civil Project from 1990 to 1995 as Carpenter, his employment Code was 146. During

this period, he was promoted to supervisory category and 80 persons were working under him but he had no authority or power to mark their attendance or sanction any leave. This attendance was marked by the time-keeper of the Project. He deposed that he had no authority over his subordinates. The witness deposed that he was terminated from service in 1995 after putting in five complete years of service in the project.

Witness-3 :— namely, Gh. Nabi Najar S/o Ab. Aziz Najar deposed in his statement that he was working as a Foreman in Uri Civil Project from 1990 to 1997 with employment Code No. 51 and was mainly performing the job of laying concrete casting being an expert in this job, and on this basis was promoted as Supervisor.

Approx. 100 workers were working under his and all the work was supervised and controlled by the eight people and it were they who used to sanction leave to them. He was paid relocation allowance at the rate of 20 per cent. His contract of employment was up to 1996 only.

Witness-4 :—Mohammad Ashraf Khan S/o Gh. Mohammad Khan, in his statement dated 26-10-1999, deposed that he was working as Foreman Security in the non-applicant establishment from 1990 till 1997, and during his period of employment he was paid relocation allowance at the rate of 20 per cent only. He further deposed that there was no written agreement regarding relocation allowance between the Management and the Employees. He also deposed that whole of the Project was under the control and the whole authority was in the hands of foreigners.

Witness-5 :—Ab. Aziz Khan S/o Habibullah Khan R/o Uri, in his statement dated 07-09-1999, deposed that the General Manager, NHPC, in his Radio broadcast deposed that at the time of closure of the Project, each employee will be paid Rs. 3 lakhs, and also rehabilitation allowance. Getting enthused with this announcement the employees union, approached the authorities of the project for the relocation and rehabilitation allowance in 1996 before the Management, and at that time thousands of employees were working with the Uri Civil as most of the units were still incomplete

and were in progress. One unit of 120 MW was inaugurated by the Ex-Hon'ble Prime Minister Mr. H. D. Devegowda, and the other three units were incomplete. He further deposed that the General Manager in a Radio broadcast dated October, 1996, promised rehabilitation allowance for the workers which according to the General Manager, would be paid at the close of the Power Project.

Witness-6 :—Mohammad Akbar Khan S/o Feroz Khan R/o Kanth Bagh, Baramulla, in his statement dated 07-09-1999, deposed that he was working in Uri Civil from 24-02-1992 to 24-10-1996 and he heard himself the announcement of General Manager, NHPC from the Radio Kashmir who stated that rehabilitation allowance up to Rs. 3 lakhs will be paid to all employees of Uri Civil on completion of the Power Project. On hearing this Radio broadcast in October, 1996, the Employees Union demanded rehabilitation allowance from him, but he showed cold shoulder and on his denial the union approached Conciliation Officer (Assistant Labour Commissioner), Baramulla and at that time 1300 employees were still working in the Uri Power Project.

On the perusal of the statements of the above mentioned witnesses, revealed that all the experts in the establishment were the foreigners only who belonged to Sweden and not a single expert was from India or a local. The contention of the non-applicant's that relocation allowance was paid to those persons who were not workers but were supervisors and their work was considered indispensable for the efficient completion of the project of 480 MW does not hold valid in view of the definition.

The workmen laid down under section 2(s) of the Industrial Disputes Act, as defined in S.2(s) of the Industrial Dispute Act is as under :—

“Workman means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work, whether the terms of employment be expressed or implied, and for the purpose of any

proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of that dispute, but does not include any such person—

- i.
- ii.
- iii. who is employed mainly in a managerial or administrative capacity ; or
- iv. who, being employed in a supervisory capacity, draws wages exceeding one thousand, six hundred rupees ;
- v. (Rs. 1600/-) per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature”.

In this connection the Hon’ble Bombay High Court Judgment titled, Union Carbide (India) Ltd. versus D. Samuel and others 1999 LLR-21 laid down some tests to differentiate the term “Supervisor” and the “workman”. The relevant para is reproduced as under :—

- (1) “Designation is not material but what is important is the nature of work.
- (2) Find out the dominant purpose of employment and not any additional duties the employee may be performing.
- (3) Can he bind the company/employer to some kind of decisions on behalf of company/employer ?
- (4) Has the employee the power to direct or oversee the work of his subordinates ?

- (5) Has he the power to sanction leave or recommend it ? and
- (6) Has he the power to appoint, terminate or take disciplinary action against the workman”.

Further also held that these tests are not the only tests. There can be a situation where there may be other tests to indicate whether the person is doing supervisory work or not ? However, what is material is to note that a supervisor must be in a position to bind his employer in respect of the decisions that he has taken or in exercise of such power has control on them.

The perusal of the standing orders of the project contractor shows the following definition of supervisor as under :—

“Supervisor means any person who by the nature of his duties exercises authority, supervision or control over an employee”. But in the instant case the so called supervisors who were paid the relocation allowance were supervisors in name only but had no authority or control over their subordinate employees.

From the perusal of the statements of the witnesses of the petitioners, definition of supervisor given in standing orders of the company and from the observation of the Hon’ble Supreme Court (as mentioned above) it is manifestly established that the so called supervisors, who were given relocation allowance, were actually the **“workmen”** as defined under section 2(s) of the Industrial Disputes Act, and not supervisors.

It is beyond to understand that relocation allowance was introduced as an incentive allowance to benefit certain persons only who were indispensable for the completion of the project and is without any, reasonable basis for denying the benefit of this allowance to rest of workers who also contributed for the completion of the project by dint of their hard work. There was practically no order for relocation allowance issued by the non-applicant management and there was also no separate contract for

relocation allowance with any person as stated by the witnesses. But were paid relocation allowance without any separate contract.

Thus the order for relocation allowance is arbitrary and discriminatory in nature treating differently the employees who had joined the project. Relocation allowance was a terminal cash benefit and it should have been paid to all employees without any discrimination against persons who had been similarly placed. The classification like senior staff, supervisor and chief supervisor was not based on some valid principle which in itself was irrational, unreasonable and discriminatory.

It is also wrong to say, that this allowance was meant for experts and indispensable persons only when all such persons were foreigners and not a single such person was local. It is also wrong on the part of the non-applicant to say that the petitioners never approached the management for relocation allowance. Since it was a terminal cash benefit like gratuity, it was demanded at the time of leaving the employment and should have been paid automatically at the cessation of the job as per their commitment and promise.

It is strange that the General Manager, NHPC, after making commitment regarding payment of rehabilitation allowance publicly, has backed out from his commitment. He had made commitment in an interview with Radio Kashmir, Srinagar, in October, 1996. A copy of the cassette of this interview already been produced by the employees "Union", for the perusal of this Court and is attached herewith in the file. To examine the veracity of the recorded evidence in the shape of tap recorded the Hon'ble Supreme Court references are quoted in this connection :—

In the case of S. Pratap Singh versus State of Punjab 1964-AIR SC 72, 86 and State of Punjab versus Sodhi Sukhdev Singh AIR-1961 SC 493, 512, 532, it has been held that "Inconsistent statement can be proved by tape recording. The evidence afforded by the tape recorded talk has to be considered in appreciating the genuineness of the talks recorded in deciding

whether the allegations made by the appellant are substantiated or not” ? It is further held that “whether the genuineness of the recording is established, the evidence afforded by the tape recording talk has to be considered in appreciating the genuineness of the talks recorded and in deciding whether the allegations made by the appellant are substantiated or not” ?

The most relevant view has been taken and held that “Tape recordings can be legal evidence by way of corroborating statements of a person who deposes that the other speaker and he carried on that conversation or even of the statement of a person who may depose that he overheard the conversation between the two persons and what they actually stated had been tape recorded. Weight to be given to such evidence will depend on the other factors which may be established in a particular case. It cannot be held that the record of the conversation on a tape record is not admissible in evidence for any purpose”.

Thus from the above legal positions it is collected that the “Tap recorded” evidence is a admissible evidence in the eyes of law and one can’t deny his stated fact that too where the announcement is a wide publication and not only the people of the State but the whole world can testify this announcement. Therefore the denial and backing out is the commitment and announcement is betrayal with the public.

The other objections raised by the non-applicants that the reference made by the competent authority for adjudication to this Court is incompetent and bad in law for the reason that no industrial dispute was existing between the management and the petitioners as envisaged under section 2-K of Industrial Disputes Act. For reference section 2 (K) of the Industrial Disputes Act which defines industrial dispute is reproduced as under :—

“Industrial dispute means any dispute or difference between employers and workmen or between employers and employers or between workmen and workmen, which is connected with the

employment or non-employment or the terms of employment or with the conditions of labour of any person”.

The dispute or difference must be real in the sense that there must be a demand made by one party to the dispute on the other party and a refusal of the demand, unless there is a demand and there is non-compliance with it, there cannot be any industrial dispute within the meaning of section-2(K) of the Industrial Disputes Act. In the instant case a representation sent by the Union to the Management making a demand and rejection considered sufficient to constitute an industrial dispute between the parties.

As already stated above that the General Manager, NHPC, in an interview broadcast on Radio Kashmir in October, 1996, announced that on the completion of the Uri Project, each outgoing employee would be paid lump sum amount so that the employees who are retrenched due to completion of the project are saved from the clutches of unemployment and starvation till they are rehabilitated or get employment but the same was denied to the Employees “Union” who had submitted a written demand before the Management on 22-11- 1996, approached the Conciliation Officer, Baramulla, with an application dated 26-11-1996, for amicable settlement.

The conciliation failed due to non- cooperation of the Management. The failure report was sent to the Government under section 12 (4) of the Industrial Disputes Act, which then referred the matter to this forum for adjudication.

Therefore, the demand was raised when the industry was existing and the relationship of employer and employee also existed. The counsel of the non-applicant mentioned in his objections that 70 per cent of employees had left the Project, but 30 per cent were still working. In other words, it means to say that out of total number of 4500 employees, still 1800 employees were working till the completion of the project.

The counsel of the non- applicant has mentioned in his objections that the relationship of employer and employee did not exist when the jurisdiction

of Conciliation Officer was invoked by the petitioners for making the reference to this Court. In this connection it is to state that demand for payment of relocation/rehabilitation was made on 22-11-1996 and after days of the demand the interference of the Conciliation Officer was sought and at that time the work in the project was continuing and was completed in the year 1997 .

This fact can be ascertained from the list of employees submitted by the Management in this Court, which is part of the case file. According to the said list the number of employees employed in the year 1996 is indicated as 1983, the number of employees from 10/1996 to 12/1996 is indicated as 330, and the number of employees employed in the year 1997 is indicated as 583. Moreover, the non-applicant counsel has mentioned at page 3 of his objections that the Project was almost complete at that time and most of the employees at that time had left the service of the company due to the expiry of their contracts is not relevant as the whole project was not complete and only one unit of it was inaugurated by the Ex-Prime Minister at that time 1/3rd of work was incomplete.

In case Lal Mohammad versus Indian Railway Construction Co. Ltd., and others (1999 LLR-100) is referred to wherein the Hon'ble Supreme Court at page 116, has held, "Closing down of most of the work of a project is not equivalent to closing of the project as a whole".

Therefore, the said project was not fully closed and some work was still being carried out in the year 1996, when the number of workmen was 1983, and the number of employees employed in 1997 was 583 as per the list of Management, produced in this Court, which proves that the project was existing, and the relationship of the employer and the employees was also existing, at the time when the jurisdiction of the Conciliation Officer was invoked by the petitioner for making reference to this Court. Therefore the plea of the Counsel of the non-applicant can't stand with.

Another objection raised by the counsel of the non-applicant stated that in face of full and final settlement of the claims duly executed by the

petitioners, the petitioners have no claim to set up for getting any allowance whatsoever.

The payment received in full and final settlement is no bar in raising industrial dispute. In industrial law, the expression in full and final settlement means termination of disputed matter by adoption of terms agreeable between the parties ; the parties may express their consent to receive the agreed amount.

The Hon'ble Supreme Court of India has taken a view that if a workman has received the sums paid to him in full and final settlement of his accounts, he would still be entitled to challenge the order of retrenchment for non- compliance of the statutory requirements because there cannot be an estoppel against a statute, particularly when non-compliance with the statute goes to the root of the thing. It has been held that the rule of estoppels or waiver cannot be applied against a retrenched workman who has no freedom to refuse payment in view of the slender financial position caused by retrenchment.

The Hon'ble Allahabad High Court has held that acceptance of retrenchment compensation by a workman will not debar him to challenge the validity of his retrenchment [Umesh Chandra Pandey, and Others versus State of U. P. 1991 (LLR) 638 All H/C].

The Hon'ble Supreme Court in the case of Bennet Coleman and Co. (P) Ltd. versus Punya Priya Das Gupta (AIR 1970 SC 426), held that,—

“There are decisions which express doubt whether the technical pleas such as acquiescence, estoppels, and waiver, suitably apply to industrial adjudication. The rule of estoppels contained in section 115 of the Evidence Act, is a rule of evidence only, and does not create any substantive right or confers any cause of action on the other. The representation, which is the basis of the

rule, must be clear and unambiguous and not indefinite under section 115 of the Evidence Act ; the representation which estops a person from acting contrary to it is the representation on the belief of which the other person acts in a manner which he would not have done, but for the representation”.

Where after resignation, an employee joined another concern and required written acceptance of resignation which was held up until he gave the receipt in full and final settlement ; the receipt obtained under stress of circumstances cannot affect his other claims. Since employee signed the receipt in full and final settlement but made no representation that he had waived the claim for leave period or the company did any act on representation which otherwise it would not have done, the rule of estoppels cannot be invoked.

In the light of above observation of the Supreme Court, the rule of estoppels is not applicable to the full and final settlement.

The last objection raised by the counsel of the non-applicant that the Union representing the petitioners has no competence to represent them is examined in light of its registration with the Registrar under Registration No. 978. Under the relevant law of the land i. e. Trade Union Act, 1926 is sufficient to show that the petitioners were the real and authorised representative of the petitioners and had competence to representation.

In this context section 36 of the Industrial Disputes Act is referred to,—

“A workman who is a party to a dispute shall be entitled to be represented in any proceeding under this Act by,—

- (a) Any member of the executive or other office bearer of a registered trade union of which he is a member ;
- (b) Any member of the executive or other office bearer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated ;

- (c) Where the worker is not a member of any trade union, by any member of the executive or other office bearer of any trade union connected with, or by any other workman employed in the industry in which the worker is employed and authorized in such a manner as may be prescribed.

Registration is sufficient to enable a trade union to represent a workman before an Industrial Tribunal under section 36(1) of the Industrial Disputes Act.

It is worth while to mention here that respondents were given years, to gather for adducing their evidence but they have failed to bring anyone and ultimately their evidence stand closed on 17-02-2010. Therefore they have failed to substantiate their contention.

In the light of above stated facts, circumstances and the position of law and arguments advanced by the parties, it is established that refusal for payment of relocation and rehabilitation allowance to the workmen of Uri Civil Project by the Management is illegal and all the workers (applicants) who were working in the Project, are entitled to this allowance at par to other categories of the employees, i. e., from 01-04-1995 to ending April, 1997 along with interest @ the rate of 8 per cent. Non-payment and refusal to pay is clear cut victimization of the Labour Class and amounts to unfair Labour Practice.

Award is accordingly passed in favour of the applicants. A copy of award be sent to the appropriate Government through its Commissioner/ Secretary, Labour Department for information and its publication in the Government Gazette.

The file, after due completion , be consigned to record.

Announced :

Dated : 13-06-2016.

(Sd.) KOSSAR AHMAD QURESHI,

Presiding Officer,
Industrial Tribunal/Labour Court,
J&K, Srinagar.